

March 11, 2019  
204 Cleveland Lane  
Rockaway, NJ 07866

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SUPERIOR COURT  
2019 MAR 11 A 9:14  
MORRIS COUNTY  
CIVIL DIVISION

Morris County Superior Court  
Chancery Division, General Equity Part  
Washington & Court Streets  
Morristown, NJ 07960

RE: Paul Kardos vs. Fox Hills at Rockaway Condominium Association, Inc.  
Docket No.: MRS-C-102-18  
Reply Brief

Dear Sir or Madam:

I am the *pro se* plaintiff in the above matter. Enclosed herewith please find the original and one (1) copy of:

- Brief In Reply To Defendants Opposition To Motion To Dismiss Counterclaim

Please forward this to the Honorable Judge Berdote-Byrne.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,



Paul Kardos  
973-527-1433  
[PKardos1@yahoo.com](mailto:PKardos1@yahoo.com)

Copies: Marc Edell, Esq., Attorney for Defendant ([medell@edell-law.net](mailto:medell@edell-law.net)), USPS regular mail  
George Karousatos, Esq., Attorney for Defendant ([g.karousatos@bdlawfirm.com](mailto:g.karousatos@bdlawfirm.com))

Paul Kardos  
204 Cleveland Lane, Monroe Bldg.  
Rockaway, NJ 07866  
973-527-1433  
Plaintiff *Pro Se*

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Paul Kardos  <i>Plaintiff</i>  v.  Fox Hills at Rockaway Condominium Association, Inc.  <i>Defendant</i>	Superior Court of New Jersey Chancery Division Morris County  Docket No. MRS-C-102-18  Civil Action  <i>BRIEF IN REPLY TO DEFENDANTS OPPOSITION TO MOTION TO DISMISS COUNTERCLAIM</i>
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Honorable Maritza Berdote-Byrne  
Morris County Superior Court  
Washington & Court Streets  
Morristown, NJ

Dear Judge Berdote-Byrne,

I am the Plaintiff *pro se* in the above matter. Please accept this *Brief in Reply to Defendants Opposition to Motion to Dismiss Counterclaim*. (hereinafter this "Reply Brief") in accordance with N.J. Court Rules R. 1:6-5.

#### INTRODUCTION

This *Reply Brief* is an addition to the *Letter Brief in Support of Plaintiffs Motion To Dismiss Defendants Counterclaim* dated February 26, 2019 (hereinafter the "Brief of February 26"). The entirety of the *Brief of February 26* remains operative and relevant.

## COUNT TWO COMMENT

1. Neither the Counterclaim nor the *Motion to Dismiss the Counterclaim* has any relevance to Count Two of the Complaint. Nevertheless, page 1 of the *Brief In Opposition To Plaintiff, Paul Kardos', Motion Of To Dismiss Defendant's Counterclaim...*, (hereinafter "Opposition Brief"), states, "...as a result of procedural defects in the adopting the 25-mph speed limit the current speed limit is the original 15 mph and, therefore, that issue raised in Count Two of the plaintiffs Complaint is no longer an issue and should be considered moot."

2. Indeed, the procedure to raise the speed limit to 25 had "procedural defects": the decision was made at a secret meeting in violation of Title 46 Chapter 8B section 13 (a) of the *Condominium Act*. But the decision to lower the speed limit back to the original 15 mph was also made in a secret meeting, as if two violations of the *Condominium Act* can cancel each other out. Rather, this repeat violation shows a systemic and willful disdain for the law, thus the need for injunctive relief to compel lawful compliance in the future.

## DISCOVERY

3. Discovery requests per R.4:10 covering Counts One and Two of the Complaint were emailed to James Passantino, Esq., attorney for Fox Hills, on November 19, 2018. Additional information to aid the defendant in answering these discovery requests was mailed to Mr. Passantino on January 28, 2019. No discovery requests are required for the Counterclaim.

## CERTIFICATION

4. The Certification associated with the *Brief of February 26* (hereinafter the "Cert.") is in accordance with *N.J. Court Rules R. 1:6-6*. Each of the 13 numbered paragraphs within the Cert. has a high degree of indisputability and is easily verifiable.

## SETTLEMENT AND RELEASE AGREEMENT (hereinafter the "Agreement")

5. Page 6 of the *Opposition Brief* repeats sections of the *Agreement* that omit this key text, "...forever agree not to sue one another ... [for various causes of action]... up until the Effective Date..." Indeed, this omitted text is the heart of the entire agreement. Since the misstatement (Exhibit D of the Cert.) was issued by the Board of Directors after the Effective Date, I, the Plaintiff, had every right to point out this misstatement to the Fox Hills community, and to sue when my freedom of speech was subsequently denied.

6. It is well settled New Jersey law that settlement agreements incompatible with the laws and public policy of the State of New Jersey are unenforceable.

- a) "It is well settled that the dictates of public policy may require invalidation of private contractual arrangements where those arrangements directly contravene express legislative policy or are inconsistent with public interest or detrimental to the common good." *Sacks Realty v. Shore*, 317 N.J. Super 258, 269 (1998).
- b) "A contract is unenforceable where contrary to public policy." *Alpert v. Quinn*, 410 N.J. Super 510, 515 (2009).
- c) "The right to free speech allows for an uninhibited, robust, and wide-open discussion of public issues that may well include vehement, caustic, and



sometimes unpleasantly sharp attacks..." *G.D. v. Kenny v. Guy*, 205 N.J. 275, 303 (2011).

### CONCLUSION

The text of the *Agreement* is fixed and undisputed. The statements in the flyer dated 5/13/18 (Exhibit B of the Cert.) are fixed and undisputed. The date the flyer was dropped off at the Fox Hills clubhouse is undisputed. The limits of freedom of speech for Condominiums have been settled in the *Dublirer* case and were discussed in the Courts *Statement Of Reasons* of 18 January 2019. The Court has all information necessary to come to a decision. For the foregoing reasons along with the reasons in the *Brief of February 26*, the Court should dismiss the defendant's Counterclaim with prejudice for failure to state a claim in which relief can be granted.

Date: *March 11, 2019*

By *Paul Kardos*  
Paul Kardos

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CIVIL DIVISION

### CERTIFICATION OF SERVICE (R. 1:5-3)

I certify that on March 11, 2019, I mailed (via regular USPS mail) a copy of this *Reply Brief* to the following Attorney for Defendant, Fox Hills at Rockaway Condominium Association, Inc. on the Counterclaim:

Marc Z. Edell, Esq  
107 Fawnridge Drive,  
Long Valley, NJ 07653

Date: *March 11, 2019*

*Paul Kardos*  
Paul Kardos